

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO**

SANTA FE DREAMERS PROJECT,

Plaintiff,

v.

Civil No. 1 :20-CV-490 LF/KK

U. S. CUSTOMS AND BORDER  
PROTECTION

Defendant.

**STIPULATED FEE AND COST SETTLEMENT AGREEMENT**

This Stipulated Fee and Cost Settlement Agreement (Agreement) is made between Santa Fe Dreamers Project, (Plaintiff) and the United States Customs and Border Protection (Federal Defendant) to resolve Plaintiff's claim for attorney's fees and costs.

WHEREAS Plaintiff and Federal Defendant (the parties) agree that it serves the interests of the parties and judicial economy and efficiency to settle Plaintiff's claim for attorney's fees and costs without the need for further litigation;

WHEREAS the parties enter into this Agreement without any admission of fact or law, or waiver of any claims or defenses, factual or legal:

ACCORDINGLY, THE PARTIES AGREE AND STIPULATE AS FOLLOWS:

1. Federal Defendant agrees to pay \$14,413.50 to settle Plaintiff's claim for fees and costs. Payment shall be made via electronic fund transfer to Plaintiff's counsel. Counsel for Plaintiff shall provide counsel for Federal Defendant all necessary account information to effectuate the electronic fund transfer. Federal Defendant reasonably anticipates that the entire process will take no more than 60 business days from the issuance of the signed Court order approving this stipulation, or receipt of all necessary information from counsel for Plaintiff, whichever is later. If the Federal Defendant becomes aware of any substantial delays in the administrative processing of the payment, counsel for Federal Defendant will contact counsel for

Plaintiff as quickly as practicable. The account information provided by Plaintiff's counsel shall be kept confidential and shall be used for the sole purpose of making the electronic funds transfer provided for in this Agreement.

2. Plaintiff agrees to accept this payment in full satisfaction of any and all claims for litigation fees and costs, through and including the date of this Agreement, incurred in connection with the filing of their complaint.

3. In return for the consideration described in Paragraph 1 above, and upon receipt of said funds Plaintiff agrees (i) that this action is dismissed with prejudice pursuant to Federal Rule of Civil Procedure 41(a) (i)(A) (ii) and (ii) to release Federal Defendant from any and all claims set forth in the complaint in this action, including any and all claims for attorneys' fees and costs.

4. Each of the parties' undersigned representatives certifies that they are fully authorized to enter into and execute the terms and conditions of this Agreement and do hereby agree to the terms herein.

5. This Agreement constitutes the full and complete satisfaction of any and all claims arising from (a) the allegations set forth in the complaint filed in this lawsuit and (b) any litigation or administrative proceeding that Plaintiff has brought, could bring, or could have brought regarding the FOIA request at issue in this case, including all claims for attorney's fees and costs.

6. This Agreement does not constitute an admission of liability or fault on the part of Federal Defendant, the United States, its agents, servants or employees and is entered into by the parties for the sole purpose of compromising disputed claims and avoiding the expenses and risks of further litigation.

7. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns. The parties, by their undersigned attorneys, hereby stipulate and agree that this action shall be dismissed with prejudice. This Agreement is entered into accordance with the provisions of Fed.R.Civ.P. 41(a)(1)(A)(ii).
8. The terms of this Agreement shall become effective upon entry of an order by the Court ratifying the Agreement.
9. As discussed during the settlement conference, the parties ask that the Court keep this matter open for a sixty day period until final consideration is provided to Plaintiff.

Respectfully Submitted,  
FRED FEDERICI  
Acting United States Attorney

**Filed electronically 5/4/2021**  
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